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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

HASSAN HOUSTON, & FELICIA
HOUSTON }
Plaintiff, } Case No.:
vs. } Dept No.:
REEBOK INTERNATIONAL LTD, a
Massachusetts Corporation, CLARK
COUNTY SCHOOL DISTRICT, AMATEUR
ATHLETIC UNION (AAU), DOES I-X, DOE
CORPORATIONS I-X,
Defendants. }

COMPLAINT

COMES NOW, the Plaintiffs, HASSAN HOUSTON and FELICIA HOUSTON by and through their attorneys, ROBERT H. LUDLOW, ESQ., of the law firm of LAW OFFICES OF ROBERT H. LUDLOW, RANDALL SCARLETT, ESQ., of the law firm of SCARLETT LAW GROUP,

1 and CAL J. POTTER, III, ESQ. of the law firm of POTTER LAW OFFICES, and, and for his
2 causes of action against the Defendants, and each of them, alleges as follows:

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4 **JURISDICTION**

5 1. This is a complaint for money damages wherein the amount in controversy is in
6 excess of \$75,000.00 exclusive of interests and costs and the action is between parties of
7 different states. This action is brought by Plaintiffs pursuant to the doctrine of diversity of
8 citizenship, 28 U.S.C. § 1332, Plaintiffs being residents of the State of California, one Defendant
9 being incorporated in the State of Massachusetts, another being from the State of Florida and the
10 other Defendant from the State of Nevada.

11 **PARTIES**

12 2. That Plaintiffs, HASAN HOUSTON and FELICIA HOUSTON, are residents of
13 the State of California.

14 3. That Defendant, REEBOK INTERNATIONAL LTD., a Massachusetts
15 Corporation, doing business at 1895 J.W. Foster Boulevard, Canton, MA 02021 was the sponsor
16 of that certain Basketball event, BIG TIME TOURNAMENT in which Plaintiff was injured, that
17 the AMATUER ATHLETIC UNION (AAU), headquartered at 1910 Hotel Plaza Blvd., Lake
18 Buena Vista, FL 32830, sanctioned the event, and that CLARK COUNTY SCHOOL DISTRICT,
19 with its Administrative Offices at 5100 W. Sahara Blvd., Las Vegas, NV 89146, custodian,
20 operator, and owner of LIBERTY HEIGHTS HIGH SCHOOL in Henderson, Nevada, the school
21 at which that certain Basketball event, BIG TIME TOURNAMENT was held.

22 4. That the true names and capacities, whether individual, corporate, associate or
23 otherwise, of the Defendant herein designated as DOES, are unknown to Plaintiffs, who
24 therefore sue said Defendants by such fictitious names. Plaintiffs allege that each named
25 Defendant herein designated as DOE is negligently, willfully, contractually or otherwise legally
26 responsible for the events and happenings herein referred to and proximately caused injury and
27 damages thereby to Plaintiffs as herein alleged. Plaintiffs will ask leave of the Court to amend
28 this Complaint to insert the true names and capacities of such defendants when the same have

been ascertained and will further ask leave to join said Defendants in these proceedings.

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FIRST CLAIM FOR RELIEF

(Negligence)

5. That on or about July 22, 2004, Plaintiff HASAN HOUSTON was coaching a basketball game during that certain Basketball event, BIG TIME TOURNAMENT operated by REEBOK INTERNATIONAL LTD., sanctioned by the AMATUER ATHLETIC UNION (AAU), and hosted at LIBERTY HEIGHTS HIGH SCHOOL, a school operated by CLARK COUNTY SCHOOL DISTRICT.

6. That at said time, DEFENDANTS, REEBOK INTERNATIONAL LTD. and the AMATUER ATHLETIC UNION (AAU), during the course and scope of that certain Basketball Tournament, BIG TIME TOURNAMENT, owed a duty to all players, coaches, media and spectators to run and supervise that certain Basketball Tournament in a reasonable and safe manner.

7. That at said time, DEFENDANT, CLARK COUNTY SCHOOL DISTRICT, during the course and scope of that certain Basketball event owed a duty to all players, coaches, media and spectators to provide a safe environment in which to play, coach or view that certain Basketball Tournament.

8. That at said time, DEFENDANTS negligently ran and supervised the BIG TIME TOURNAMENT in failing to provide reasonable and foreseeable medical materials and equipment to PLAINTIFF HASAN HOUSTON, a coach in that certain Basketball Tournament by neither having on hand a defibrillator nor other adequate medical material and failing to clear the blocked road by which an ambulance was to access PLAINTIFF HASAN HOUSTON.

9. That said accident and injuries to PLAINTIFF HASAN HOUSTON were caused solely by the negligence of DEFENDANTS and without any negligence on the part of PLAINTIFF HASAN HOUSTON contributing thereto.

10. That by reason of the premises alleged herein, and as a direct and proximate cause thereof, PLAINTIFF HASAN HOUSTON has been seriously injured wherein he suffered a heart

failure with anoxic brain injury rendering him severely brain injured with a medical indication that he is in a Persistent Vegetative State and that said injuries are continuing and may be permanent injuries and therefore he has been made to suffer great pain and suffering to his body and has undergone great emotional distress, all of which said conditions may be permanent or disabling in nature, all to his general damages in excess of \$75,000.00.

11. That by reason of the premises as a direct and proximate cause thereof, PLAINTIFFS have incurred expenses for the medical care, treatment and expenses incidental thereto, all to their damages in an amount in excess of \$75,000.00. PLAINTIFFS pray leave of the court to insert all of said damages when the same have been fully ascertained and the Plaintiff will continue to incur expenses in the future in an amount unknown at this time and that the Plaintiff will seek leave of the Court to submit said amounts according to proof at trial.

12. That prior to the injuries complained of herein, PLAINTIFF HASAN HOUSTON was an able-bodied man and physically capable of engaging in activities for which he was best suited. By reason of the premises and as a direct and proximate cause thereof, PLAINTIFF HASAN HOUSTON was restricted and limited in his activities. By reason of the premises and as a direct and proximate cause of the Persistent Vegetative State, PLAINTIFFS have suffered lost opportunities and other economic damages past and future in amounts according to proof at trial.

SECOND CLAIM FOR RELIEF

(Loss of Consortium)

13. PLAINTIFF, FELICIA HOUSTON repeats and re-alleges the allegations contained in Paragraphs 1-13 of the First Claim of Relief as if fully set forth herein in full.

14. That at the time and place of injury, DEFENDANTS by so negligently running, operating and supervising the BIG TIME TOURNAMENT failed to provide reasonable and foreseeable medical materials and equipment to PLAINTIFF, HASAN HOUSTON by negligently operating the premises and the activities to be done thereon and by failing to take adequate safety precautions and allowed PLAINTIFF, FELICIA HOUSTON's spouse to suffer permanent and disabling injuries.

15. That prior to HASAN HOUSTON's physical injuries, HASAN was able to and did perform his duties as a husband including household duties, companionship and society, and sexual relations. Subsequent to the injuries and as a proximate result thereof, HASAN has been unable to perform the necessary and usual duties as a husband and HASAN and will be unable to perform such work, services, and duties in the future. By reason thereof, Plaintiff FELICIA has been permanently deprived and will be deprived of the consortium of HASAN, all to Plaintiff's damages exceeding the amount of \$75,000.00.

16. That prior to HASAN HOUSTON's physical injuries, HASAN was able to and did perform his duties as husband including household duties, companionship and society and sexual relations. Subsequent to the injuries and as a proximate result thereof, HASAN has been unable to perform the necessary and usual duties as a husband and HASAN and will be unable to perform such work, services, and duties in the future. By reason thereof, Plaintiff HASAN has been permanently deprived and will be deprived of the consortium of FELICIA, all to Plaintiff's damages exceeding the amount of \$75,000.00.

WHEREFORE, Plaintiff prays for judgment against the Defendants, both jointly and severally as follows:

1. For general damages, past and future, in a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00);
2. For special damages, past and future, in a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00);
3. For cost of suit incurred herein; and

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4. For such other and further relief as to the Court may deem just and equitable.

DATED this 17 day of July, 2006.

POTTER LAW OFFICES

By
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